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July 31, 2020

VIA ECF

Hon. Valerie E. Caproni
United States District Judge
Thurgood Marshall United States Courthouse
40 Foley Square
New York, New York 10007

Re: *Contrarian Emerging Markets, L.P. et al v. The Republic of Ecuador*,
Case No. 1:20-cv-05890-VEC-OTW

Dear Judge Caproni:

We write to provide an important update to the Court and to respectfully request an immediate conference to address what appears to be a violation of Defendant's commitment to this Court that it would effectuate an extension of the tender offer deadline.

As the Court is aware, yesterday at approximately 1:30pm, counsel for Ecuador informed the Court that the Republic "agrees to extend the expiration date for all eligible holders for the Invitation to Exchange and Consent Solicitation from 5:00pm Central European Time on July 31, 2020 to 5:00 pm Central European Time on August 3, 2020." The Republic also agreed to publicly announce the extension yesterday. *See* Email from Dennis H. Tracey III to the Court dated July 30, 2020.

Notwithstanding this representation, the Contrarian Plaintiffs were informed by their prime broker Wells Fargo yesterday that they had to tender by 4:00pm yesterday under any circumstances. We informed our broker that the tender offer deadline had, in fact, been adjourned and Wells Fargo indicated that it had no evidence of that extension. In order not to bother the Court, we contacted Hogan Lovells and we reached an agreement that whatever happened, Plaintiffs did not have to tender by 4:00pm yesterday and could tender before the deadline. It was represented that Hogan Lovells would also inform Citigroup and Clearstream about the extension of the deadline.

Early this morning, however, we were informed that the Republic's agent, Clearstream, was still maintaining a deadline of today. As a result, we were told, Wells Fargo would likewise be maintaining a deadline of today at 11:00am. We immediately called Hogan Lovells and explained that the situation was unacceptable and that the Contrarian Plaintiffs would inappropriately be forced to tender under duress and in violation of Ecuador's agreement. Hogan

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Lovells indicated that Citigroup and Clearstream would, in fact, adjourn the deadline. An hour later, however, we were informed by Wells Fargo that Clearstream was still maintaining a deadline of today and that, as a result, Wells Fargo could make no assurances that a tender offer would be accepted after its 11:00am deadline.

Given the coercive nature of the tender and the many millions of dollars at stake, the Contrarian Plaintiffs were literally forced against their will to tender today at 11:00am because the Defendant's agent would not move the deadline or provide assurances that tenders would be accepted after that deadline. We regret that this situation has occurred; we tried to prevent it in an efficient way; and we simply do not understand how representations that the Defendant made to this Court about adjourning the deadline were not accurate. We also are deeply concerned about other bondholders who have likewise been erroneously told that they have to tender today, when they do not.

We accordingly and respectfully request an immediate conference to address this matter.

Respectfully,

/s/ Christopher J. Clark

Christopher J. Clark

Of LATHAM & WATKINS, LLP

cc: All counsel of record via ECF